DOCUMENT RESUME

ED 087 328 HE 005 131

TITLE	Memorandum of Understanding between the Board of Trustees of the Community College of Baltimore and the Community College of Baltimore Faculty Federation, Local 1980 AFT, AFL-CIO through June 30, 1974.
INSTITUTION	Baltimore Community Coll., Md.
PUB DATE	73
NOTE	35p.
EDRS PRICE	MF-$0.65 HC-$3.29
DESCRIPTORS	*Academic Freedom; Collective Bargaining; Collective Negotiation; College Faculty; Fringe Benefits; *Grievance Procedures; *Higher Education; Leave of Absence; *Negotiation Agreements; Teacher Salaries; *Teacher Welfare
IDENTIFIERS	American Federation of Teachers; *Community College of Baltimore

ABSTRACT

This agreement between the Board of Trustees of the Community College of Baltimore and the Community College of Baltimore Faculty Federation, Local 1980 AFT, AFL-CIO covers the period of July 1, 1973 through June 30, 1974. Articles of the agreement cover union recognition and definitions, union-board relations, union activities, academic freedom and nondiscrimination, grievances, insurance and fringe benefits, conditions of employment, leaves, salary and rates of pay, scope of the agreement, conformity to law-savings clause, no-strike or lockout, management rights, duration of the contract, and procedures for future negotiations. (MJM)

Community College of Baltimore
Maryland
AFT
2 year

ED 087328

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE OF BALTIMORE

AND THE

COMMUNITY COLLEGE OF BALTIMORE FACULTY FEDERATION, LOCAL 1980

AFT, AFL-CIO

THROUGH JUNE 30, 1974

U.S. DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY.

Memorandum of Understanding Between
the Board of Trustees of the Community College of Baltimore
and the
Community College of Baltimore Faculty Federation, Local 1980
AFT, AFL-CIO

This Agreement shall be effective as of July 1, 1973, and shall continue in full force through June 30, 1974, subject to conditions set forth herein.

IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized representatives this 29th day of June, 1973.

John H. Moxley III, Chairman, The Board of Trustees, Community College of Baltimore

Harry Bard, President, Community College of Baltimore

John N. Minion, President of Local 1980

Raymond A. Yannuzzi, Secretary of Local 1980

TABLE OF CONTENTS

ITEM	SUBJECT	PAGE
ARTICLE I.	Union Recognition & Definitions	1
ARTICLE II.	Union-Board Relations	3
ARTICLE III.	Union Activities	4
ARTICLE IV.	Academic Freedom & Non-Discrimination	5
ARTICLE V.	Grievances	6
ARTICLE VI.	Insurance & Fringe Benefits	9
ARTICLE VII.	Conditions of Employment	10
ARTICLE VIII.	Leaves	16
ARTICLE IX.	Salary & Rates of Pay	22
ARTICLE X.	Scope of the Agreement	28
ARTICLE XI.	Conformity to Law - Saving Clause	28
ARTICLE XII.	No-Strike or Lockout	28
ARTICLE XIII.	Management Rights	29
ARTICLE XIV.	Duration of the Contract	29
ARTICLE XV.	Procedure for Future Negotiations	29
INDEX		30

Memorandum of Understanding Between
the Board of Trustees of the Community College of Baltimore
and the
Community College of Baltimore Faculty Federation, Local 1980
AFT, AFL-CIO
July 1, 1973 - June 30, 1974

This Agreement will be between the Board of Trustees of the Community College of Baltimore, hereinafter referred to as the Board and the Mayor and City Council of Baltimore, hereinafter referred to as the City, and the Community College of Baltimore Faculty Federation, Local 1980, AFT, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I.

UNION RECOGNITION AND DEFINITIONS

A. The Board of Trustees of the Community College of Baltimore recognizes Local 1980, AFT-CIO, as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the Faculty, which is defined as full-time regular (not substitute) employees of the following categories, and which will hereafter be referred to as the Unit:

1. Individuals whose title includes the word "counselor" who hold academic rank and who are not in a supervisory capacity.

2. All individuals, other than the head librarian, who hold academic rank and who work in the library.

3. All individuals with the title chairman or assistant chairman.

4. All individuals, other than the head of the Food Administration Programs, who hold academic rank and who work in the Food Administration Programs.

5. All individuals holding academic rank and assigned to an existing academic department or coordinatorships as well as any other academic department created during the contract period. This includes but is not limited, to the following departments or coordinatorships:

   Art, Business Administration, Engineering Technologies, Data Processing, Dental Auxiliary, Earth Science, Electronics, English, Foreign Language, Mathematics, Music, Nursing, Occupational and Physical Therapy, Office Management, Physical Education, Psychology, Public Safety, Respiratory Therapy, Science, Social Science, Speech, Drama, TV, Radio, and Urban Affairs.

B. Any change in definition of the Unit must be negotiated between the Union and the Board.

ARTICLE I. (Continued)

C. Definitions

1. Union -- Community College of Baltimore Faculty Federation Local 1980, AFT, AFL-CIO

2. Board -- The Board of Trustees of the Community College of Baltimore

3. City -- The Mayor and City Council of Baltimore

4. President -- The President of the Community College of Baltimore

5. Campus Head -- The chief administrative officer of a Campus under the President

6. Division -- The Day Division: The Dean of Faculty, his staff, and those courses under his direct control

Continuing Education: The Dean of Continuing Education, his staff, and those courses under his direct control

Community Services: The Dean of Community Services, his staff, and those courses under his direct control

7. Agreement -- The signed Memorandum of Understanding between the Board of Trustees of the Community College of Baltimore and the Community College of Baltimore Faculty Federation, Local 1980, AFT, AFL-CIO

8. College -- The term "College" refers collectively to all educational facilities or academic locations of the Board and the administrative offices thereof

9. Campus -- The term "Campus" refers to any educational facility or academic location or College-provided facility of the College. Academic locations or educational facilities which are geographically separated from but are under the administrative control of a campus, shall be considered part of that campus

10. Seniority -- Refers to number of years of full-time employment as a Unit member in the Community College of Baltimore

11. Service -- Continuous, full-time employment as educational staff members of the Community College of Baltimore

12. Faculty Senate -- The official governing body of the Faculty

13. Part-time Faculty -- Any individual whose load is less than two-thirds that of a normal load

ARTICLE II.

UNION-BOARD RELATIONS

A. Union Membership

Membership in the Union or any other employee organization or association not affiliated with the College shall not be a condition of employment for any Unit member unless other provisions are prescribed by the law.

B. Meeting With Other Faculty Organizations

This Agreement shall not be construed to prevent any Board official or administrator from meeting with any Faculty organization for the purpose of hearing the views and proposals of its members; however, the President of the Union shall be notified twenty-four (24) hours in advance of any meeting at which matters covered by this Agreement are discussed. The Union President or his representative shall be permitted to attend.

C. Committees and Union Observers

The Union shall have the right to appoint two (2) official observers to any College-wide standing and/or ad hoc committees established by the President during the life of this Agreement.

D. Union-Administration Meetings

The Union encourages meetings between the administration and the Union to discuss mutual problems not concerned with specific grievances. In matters relating to this Agreement, other than grievances, the President and/or his authorized representative shall meet with two (2) Union representatives within forty-eight (48) hours of the request of either party.

E. Board Meetings

The Union President or his representative shall be placed on the agenda of any Board of Trustees meeting to speak at that meeting upon forty-eight (48) hours notice to the President of the College prior to the next Board of Trustees meeting.

F. Conflict With Policy

If any provision of this Agreement is in conflict with any existing policy as outlined in the Bylaws of the Board of Trustees of the Community College of Baltimore, the language and intent of this Agreement shall apply.

G. Schedules for Negotiations

Every effort shall be made by the Board to arrange the schedules of five (5) Unit members designated by the Union President so they may, as a group, be available for negotiation sessions during the spring semester.

ARTICLE II. (Continued)

H. New Unit Personnel

No new Faculty member should be hired at rank and pay higher than someone already in the department, unless the new person has more experience, is better qualified, and better meets the standards set for the position that is open than does any individual in the department. Generally, considering criteria other than service in the Community College of Baltimore, a new person will not be hired into a rank if he could not be promoted into that rank. The President of the Union or his designated representative shall have the right to meet with the President of the College or his designated representative to ask questions and be given relevant information concerning the rank of Unit members hired during the effective period of this Agreement.

I. Change or Modification

No change or modification shall be made on matters covered by this Agreement during the life of the Agreement, except by law or as a result of further negotiation with the Union, provided, however, it is understood and agreed that the funding of this Agreement is the sole prerogative of the City Council. It is further understood that if the funding of this Agreement is not approved by the City Council, negotiations will be reopened on the portion of the Agreement affected.

ARTICLE III.

UNION ACTIVITIES

A. Office Space

The College shall attempt to provide the Union and other Faculty organizations with an office or desk space in the College building.

B. Bulletin Board

The Union shall be provided approximately sixteen (16) square feet of bulletin board space in the staff mailbox area.

C. Union Meetings

The Union shall have the right to the use of space for Union meetings during the normal operating hours in the building(s) of the Campus, provided that no meeting of the Faculty had been scheduled by the Campus Head or the President for that same time; and provided that no Unit member shall be released from his scheduled classes for that meeting. The request for the use of space must be made in writing to the Campus Head, and such request shall not be unreasonably denied. After that Union meeting has been scheduled, no other required meetings involving Unit members shall be scheduled or held by the President or the Campus Head at that same time.

ARTICLE III. (Continued)

D. Use of Facilities

The Union shall have the right to the use of facilities and equipment subject to normal College procedures and requirements, including financial obligations.

E. Dues Deduction

Union dues may be paid by personal check or cash or by payroll deduction. Should a Union member prefer payroll deduction, the Board shall deduct from the paycheck of each member, the required amount of dues. The dues and a list of Union members from whose pay the dues have been deducted, along with the amount from each, shall be forwarded to the Union office no later than seven (7) days after such deductions have been made.

F. Faculty Representation

A Unit member shall at all times be entitled to have present a representative of the Union when he requests or is requested or required to meet with any member of the Administration of a Campus or the central administration. When a request for such representation is made, no action shall be taken with respect to such Unit member until such representative of the Union is present.

ARTICLE IV.

ACADEMIC FREEDOM AND NON-DISCRIMINATION

A. Academic Freedom

1. The teacher is entitled to freedom to discuss his subject in the classroom. He shall be permitted to introduce into his teaching any matter relevant to his subject.

2. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research using College facilities and teaching time for pecuniary return should be based upon an understanding with the authorities of the institution.

3. When the Faculty member speaks or writes as a citizen, he should be free from College censorship or discipline. It is his responsibility to make clear that he is not an institutional spokesman. The Faculty member's rights as a citizen shall not be diminished or alienated as a condition of employment, retention, or tenure.

4. The Faculty shall have the right and the responsibility to determine course content and select textbooks, subject to Board and department policies and procedures.

Senate and Board representatives will meet this calendar year to discuss the development of a plan that might change present procedures for determining course content and structure.

ARTICLE IV. (Continued)

5. No Unit member shall be required to join or to refrain from joining any organization as a condition of employment, retention or tenure.

6. There shall be no abridgement of the right to organize with others to protect group interests or to join existing unions or other organizations for such purposes.

7. Faculty members may recommend the acquisition of library materials that are necessary and relevant to their teaching. Such recommendations shall be implemented within fiscal possibilities.

8. Grading is a prerogative of the individual Faculty member, subject to College and departmental policies, with the proviso that the basis for grading by the individual Faculty member is clearly published and consistently followed.

B. Non-Discrimination

Neither the Board nor the Union shall discriminate against any Faculty member or applicant for employment by the Board for membership in the Union, on the basis of race, creed, color, sex, age, or national origin, or association with the lawful activities of any group or organization.

ARTICLE V.

GRIEVANCES

It is the declared objective of the Union and the Board to encourage the prompt and informal resolution of complaints of members of the Unit as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Except as hereinafter provided and subject to any limitations of existing law, any grievance, defined in the Municipal Employees Relations Ordinance (Section 111f) as (1) a dispute concerning the application or interpretation of the terms of this Agreement, or (2) a claimed violation, misinterpretation or misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment, may be settled as follows:

STEP 1. Where the grievance concerns a matter which is within the authority of the chairman of a department to which an employee is assigned, such grievance may, at the option of the employee, be presented to and considered and answered by said chairman, who must respond to such grievance within three (3) school days after it has been presented to him. If the grievance concerns a matter which is not within the authority of the chairman of the department, or the employee has elected not to present his grievance to said chairman, or if the employee has no chairman, or if

ARTICLE V. (Continued)

the answer of the chairman does not settle the grievance, the grievance shall be presented to and considered by the appropriate dean. The aggrieved employee or group of employees shall discuss such grievance with the appropriate dean within ten (10) school days of the date of the response of the chairman of the department (if the grievance was discussed with him), or the date of the grievance or the employee's knowledge of its occurrence, but in no event more than thirty (30) days from the date of grievance. Such appropriate dean shall attempt to adjust the matter within ten (10) school days of the presentation of the grievance to him.

STEP 2. If the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken to the President of the College within ten (10) days following the completion of Step 1. The appeal shall be in writing and duly signed by the grievant and shall state specifically the act or condition complained of and the grounds on which the grievance is based and why the disposition of the grievance at Step 1 is deemed unsatisfactory by the grievant. If a written grievance is taken by the Union on behalf of an employee it shall be signed by both the individual grievant and the Union local President or his designated representative. Whenever a written grievance is presented without the intervention of the Union, the President of the College shall furnish a copy thereof to the President of the local Union. The President shall arrange with all parties concerned for the time and place of a conference on said grievance within ten (10) school days of such written appeal. A decision on the grievance, setting forth the reasons therefor, shall be submitted to the aggrieved employee and to the President of the local Union, in writing, within five (5) school days thereafter.

The Union President or his representative shall have the right to be present at the time the grievance is heard whether or not the Union has filed the grievance; the Union shall also have the right to represent the grievant upon his request.

STEP 3. If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be taken to the Board of Trustees or a committee of three (3) members of said Board specially selected to hear grievances on behalf of the Board, within ten (10) school days following completion of Step 2.

The appeal shall be in writing and duly signed by the grievant, and shall state specifically the act or condition complained of and the grounds on which the grievance is based and why the disposition of the grievance pursuant to Step 2 is deemed unsatisfactory by the grievant.

Within five (5) school days of such appeal the Board or its committee shall meet with the President of the local Union or his representative and the aggrieved employee to discuss the grievance. The Board or its committee shall communicate its decision in writing to the aggrieved employee and to the Union representative within ten (10) school days thereafter.

ARTICLE V. (Continued)

STEP 4. If the grievance has not been satisfactorily resolved in Step 3, the parties shall select an arbitrator within ten (10) days following the completion of Step 3.

a. If they are unable to make a selection, the Union shall notify the Federal Mediation and Conciliation Service and the parties shall select an arbitrator under the rules of that agency.

b. The arbitrator upon completion of his investigation will forward his decision to the Board of Trustees, the Union, and the grievant. This decision shall be binding upon all parties to the grievance unless the same is contrary to law, in which event the decision shall be advisory only.

Suspension and/or dismissal of any Unit member is not subject to the grievance procedure.

c. Time limits under this article may be changed by mutual agreement.

d. If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step.

e. The cost of any arbitration proceedings under this Agreement shall be equally divided between the Employer and the Union.

f. In computing the time limits under this article, the date of the preceding event shall be counted.

g. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Memorandum of Understanding.

h. A grievance may be presented by an employee on his own behalf, or by anyone he may select to call on his behalf, provided however, that any grievance finally determined without participation of the Union, while binding on the aggrieved party and in all respects final, shall not create a precedent or ruling binding upon either of the parties to this Agreement in future grievances.

ARTICLE V. (Continued)

B. Union Grievances

The Union has the right to initiate or appeal a grievance on its own behalf or on behalf of a group of employees with a common grievance. The procedures shall be the same as for an individual grievance.

ARTICLE VI.

INSURANCE AND FRINGE BENEFITS

A. The Board shall provide dental care as is available under prescribed arrangements to be set forth by the Board of Trustees.

B. Partial tuition reimbursement for advanced study at an accredited institution of higher education is available to all Unit members whose entry requirements were fully met at the time of employment or prior to the study for which reimbursement is being sought, subject to available funds in Account #319 of the budget. Unless the person is notified to the contrary at time of employment, it will be assumed that he meets entry requirements. Reimbursement is made to the extent of seventy-five (75) per cent up to six (6) credits per semester, with a limit per calendar year (including summer session) of either twelve (12) credits or $450, whichever is less. Excluded is reimbursement for study while on leave or on sabbatical.

The reimbursement is only for the cost of tuition (per credit amount) and does not include travel, the cost of books or fees, e.g., student activity and laboratory.

Reimbursement is made at the end of the semester on receipt of an official grade report, indicating a satisfactory grade in the course and bursar's receipt.

Tuition at the Community College of Baltimore shall be waived for members of the full-time Unit. It shall also be waived for their dependents when the Maryland statutes are modified to make this legally possible.

C. The Board, the administration, and the Unit shall establish a joint committee to determine the expenditure of the $160 per Unit member welfare fund. The exact nature of the benefits will be made available in detail to each Unit member.

D. The Board shall continue the 1972-73 Blue Cross-Blue Shield coverage for each Unit member at no additional cost to the Unit members. The current coverage is Diagnostic #3 and Blue Shield B.

ARTICLE VII

CONDITIONS OF EMPLOYMENT

A. Tenure

Unless a Unit member is notified to the contrary by July 1, 1974, if the President recommends retaining a person for the fourth year in the College, he shall also recommend his election to tenure. Election to tenure by the Board of Trustees of the College shall entitle the educational staff member to all the rights and privileges as provided by the Bylaws, but such election shall not change a staff member's placement on the salary schedule.

B. Office Space

The College shall make every reasonable effort to provide office space, including desk, desk chair, side chairs, a file cabinet, bookcase, and locker for each full-time Faculty member by his third day of duty.

C. Parking

The Board shall guarantee suitable free parking at the Liberty Campus for Unit members.

D. Air Conditioning

The Board of Trustees will make every effort to air condition the second floor of the classroom building on the Liberty Campus before July 1, 1974.

E. Dining Facilities

The Board shall attempt to provide more convenient food serving facilities in the Faculty dining room.

F. Teaching Program

Regular teaching load classes shall be scheduled within an eight (8) hour workday. However, the intent will be to schedule within six (6) hours when possible. No more than three (3) clock hours shall be scheduled consecutively for classes in a Faculty member's program, except in those laboratory, field, and clinical situations where longer periods are necessary to satisfy subject requirements. (For example, nursing, dental hygiene and mental health.) No teaching Faculty member's cumulative daily assignment may exceed thirty-six (36) hours per week for a regular program.

No Unit member shall be required to be on the job more than five (5) days each week. Except for those persons who agreed to the contrary at time of employment, and except in those instances when in the division or department there are not enough assignments in the Unit member's area of competence to fill out his daytime workload, a Unit member's regular schedule may not include assignments during the

ARTICLE VII. (Continued)

evening. Except for commencement exercises and convocations of the College, and specially compensated College activities which normally occur on weekends, the regular schedule should not include assignments on Saturdays or Sundays. A Unit member who has no scheduled classes, scheduled conference hours, or other duties shall not be required to be present at the Campus on such days. The College shall seek to arrange a Unit member's program so as to allow him to pursue professional activities which relate to or enhance his academic effectiveness. Where possible, no Unit member shall be required to make more than three (3) different preparations each semester. Should an inequitable situation arise as a result of a Unit member being required to make more than three (3) preparations, on recommendation of the department chairman, the Dean of Faculty shall make appropriate adjustments in load which may include reimbursement.

G. Determination of Seniority

Seniority -- the priority that comes because of length of service in the College will be determined within a department at each Campus and within the College on the following principles:

Seniority of Faculty members is based on the date of beginning full-time employment as a member of the Unit. Conflicts of seniority among Faculty with the same beginning date of continuous full-time employment shall be resolved by earlier dates of part-time employment or date of appointment letter, in that order.

H. Application of Departmental Seniority to Regular Work at the College

A seniority list shall be posted by department chairmen on October 1, February 15, and July 1 of each year, in a conspicuous place in each department office. The seniority list shall be revised as necessary during the year by the department chairman to reflect changes in the department's membership as a result of resignations, retirements, transfers, etc. Scheduling of courses and assignments by the appropriate dean with the advice of the department chairman to regular academic programs during the academic year shall be based on the following in the order listed:

1. availability of work

2. qualifications of the Faculty member excluding those criteria used in determining seniority

3. seniority

   a. a senior Faculty member may not exercise a choice of a second elective course within his subject or field of teaching within his program each semester until other department members qualified in the same subject or field have made a first choice of electives in the order of their seniority. The same principle of alternating choices shall apply until all electives shall have been assigned;

ARTICLE VII. (Continued)

b. in the event that two (2) or more department members wish to have a particular pattern of days or hours, then the most senior shall have priority; and assignments to programs shall proceed in order of seniority;

c. all Faculty shall have an obligation to teach their fair share of subjects within the general education core taught by their departments.

I. Assignment of Unit Members to Division of Continuing Education and Division of Community Services for Overload

Generally, during the period covered by this contract, a Unit member may teach a maximum of six (6) courses -- a course valued at more than four (4) credits shall count as two (2) courses -- for extra pay at this institution, including equivalent credit hours granted for extra class activities.

The following conditions will obtain concerning assignment in the Divisions of Continuing Education and Community Services, and will include those courses in progress on July 1, 1973.

1. Generally, no more than two (2) such courses may be taught in any one (1) summer session at this institution.

2. Generally, no more than one (1) such course may be taught during a regular semester at this institution.

3. Unit members shall be given first preference in summer session assignments.

4. The number of Unit members assigned to the Division of Continuing Education for the fall semester of 1973 cannot exceed fifteen (15) per cent of the spring, 1973 Division of Continuing Education part-time Faculty; the number of Unit members assigned to the Division of Community Services for the fall semester of 1973 cannot exceed fifteen (15) per cent of the spring, 1973 Division of Community Services part-time Faculty. The number of Unit members assigned to the Division of Continuing Education for the spring, 1974 semester cannot exceed fifteen (15) per cent of the fall, 1973 part-time Faculty of the Division of Continuing Education; the number of Unit members assigned to the Division of Community Services for the spring, 1974 semester cannot exceed fifteen (15) per cent of the fall, 1973 part-time Faculty of the Division of Community Services. These percentage figures shall be applied after the dean of the division concerned has assigned Unit members according to existing policy.

5. The assignment of interested Unit members to part-time positions in the Division of Continuing Education and the Division of Community Services will be the sole prerogative of the dean of the division concerned.

ARTICLE VII. (Continued)

6. During the current calendar year, representatives of the Union, Senate, Division of Continuing Education, and the Dean of Faculty will review the present policies for assigning Unit members to the various divisions of the College.

J. Maintenance of Effective Employment Conditions

The Board shall make every effort to provide all Faculty peaceful, secure and undisturbed working conditions for their teaching and other assigned duties. A Faculty member shall have the right to exclude from his classes or other areas of work, any student or person who, in his judgment, endangers the peaceful and secure conditions of the Campus or area. In the event that the Faculty member is unable to effect exclusion and in his judgment cannot carry on the class or duty, then he shall dismiss the class or cancel the other duties and report the situation to the Campus Head or other appropriate administrator. His action shall be subject to review by the department chairman, the appropriate dean, the student redress grievance procedure, and the Union. Faculty shall work only in safe and unhazardous conditions.

K. Due Notice of Non-Reappointment

Faculty members shall attain permanent tenure at the College in accordance with the following regulations:

The initial appointment, which shall be by written contract, shall be of a probationary nature, and shall be for a period extending to the end of the first academic year. With the exception of an initial appointment made during the academic year or an appointment made to replace a Unit member on an approved leave, and in each case the person appointed would be notified of the conditions, such probationary appointment shall be automatically renewable for additional periods of one (1) full academic year, unless the President shall give written notice of the non-renewal of appointment for any succeeding academic year as follows:

Not later than March 1, during the initial period of probationary appointment, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination;

Not later than December 15 of the second year of probationary appointment, if the appointment expires at the end of that year; or, if an initial two (2) year appointment terminates during an academic year, at least six (6) months in advance of its termination;

At least twelve (12) months before the expiration of an appointment after two (2) or more years in the institution.

The length of probationary appointment shall be for a period of three (3) years. During the period, the staff member shall be

ARTICLE VII. (Continued)

given appropriate professional help and evaluations. If at any time during the probationary period the Unit member's work is considered unsatisfactory and results in non-reappointment, he may request an initial hearing before the Faculty Senate Executive Committee. When the President and the Faculty are in conflict in regard to the probationer's evaluation, the probationer shall have the right to appear before the Board of Trustees for final decision.

L. Personnel Records for Faculty

All Faculty records shall be maintained under the following circumstances:

1. All personnel information shall be recorded. No evaluative material shall be placed in the files unless the employee acknowledges that he has read such material by affixing his signature on the actual copy to be filed, with the clear understanding that such signature signifies only that he has read the material to be filed: such a signature shall not indicate agreement or disagreement with the content of the material. If an individual refuses to sign the material under these conditions, the material should be filed with a notation of the refusal.

2. Upon his request, the Faculty member shall be given direct access to his personnel file and the right to duplicate material in it.

3. The Faculty member shall have the right to petition first, through the Administration and then, if necessary, through the Grievance Procedure for removal from his file of any false or irrelevant material.

4. The Faculty member shall have the right to answer any material filed, and have his answer attached to the file copy.

5. Evaluations of Unit members shall be documented by material in his personnel file.

6. A Unit member may insert in his file any material he deems appropriate.

M. Non-Tenured Faculty

Each non-tenured Unit member shall be provided with written evaluations of his performance, based on two (2) to four (4) observations in his first three (3) years and regular consultations with, and supervision by, his department chairman. The department chairman and tenured Faculty members of the department shall recommend to the appropriate dean a non-tenured member's reappointment or non-reappointment for the second, third, and fourth years.

ARTICLE VII. (Continued)

N. Royalties

Any educational staff member of the College may receive royalties or other payments on account for commercially or privately published or printed books, references, pamphlets, manuals, and audio-visual materials used under the auspices of the College. Adoption of such materials for a course must be voted by a clear majority of the department, and approved by the appropriate dean based on his evaluation as to its quality and appropriateness.

Any Unit member may receive fees for any service outside the College, provided that no conflict exists with the regulations set forth in the Faculty Handbook and that the appropriate dean has been consulted.

O. Registration Duties

The teaching Faculty will not be assigned for more than a total of eight (8) hours of duty exclusive of regular advisory responsibilities for the entire period. Pre-registration, late registration, and student program revisions shall be handled totally by the student personnel office. It is the intent of the Board to establish a registration procedure which utilizes the Faculty for academic advisement only. No registration duties other than advisory will be assigned Unit members for the fall registration.

P. Discharges and Suspensions

A Unit member who has achieved tenure shall be discharged only for just cause.

Q. Release of Unit Members

The release of Unit members owing to budgetary considerations, decreased enrollments, or requirements for specific technical specialties shall be made on the basis of seniority and qualifications to teach available courses.

R. Class Size

Maximum class size for each department for each semester will be determined by the appropriate dean upon recommendation of the chairman or head; such recommendation by the chairman or head shall be based upon recommendation of an elected departmental committee after consideration has been given to the realities of the budget and educational needs.

S. Mileage Reimbursement

When required as part of his regular load to teach at more than one geographical location in a calendar day, a Unit member will be reimbursed for mileage at the approved rate for necessary travel other than to his first assignment and home from his last. Parking fees will be paid where free parking is not reasonably available.

ARTICLE VIII.

LEAVES

A. Leaves With Pay

1. Sabbatical Leave

a. The President shall have the authority, with the approval of the Board, to grant leaves of absence to tenured Unit members for a period not to exceed one (1) year for resident study, research and writing, travel, or other purposes, designed to improve the services of the Faculty member to the College.

b. A sabbatical leave may be granted at the completion of seven (7) or more years of service at the request of the Unit member, subject to established criteria, approved by the President, and limitations of the budget. A sabbatical leave granted under this section shall be a bar to any further sabbatical leave until after the completion of at least seven (7) years of additional service, unless the leave was for one-half (1/2) year, in which case the second half-year may be awarded without time consideration. If it shall become necessary in the granting of sabbatical leave to choose between two (2) or more applicants whose qualifications are substantially equal, the selection shall be determined first, on the basis of qualifications as determined by the Faculty Senate Sabbatical Leave Committee and second, on the basis of seniority.

c. A Unit member on sabbatical leave shall receive one-half (1/2) of his base salary for an academic year. The number of Unit members who will be permitted to take sabbatical leave each year will be three (3) per cent of the Unit at the beginning of the contract period. The deadline date for sabbatical leave applications will be January 1. However, if the number of Faculty members granted sabbatical leave from among those who apply by January 1 is below three (3) per cent of the total of Faculty members, additional applications for sabbatical leave may be filed prior to November 1 of that year for the subsequent spring semester only. Faculty members should be notified if conditions for such an extension do occur.

d. Upon the expiration of leave granted pursuant to this section, the Faculty member shall be returned to the position and the Campus he formerly occupied.

e. When a sabbatical leave is granted, the absence shall not be construed as a break in service.

f. During the period of sabbatical leave, each Unit member shall be entitled to all of the privileges and opportunities which he would enjoy if he were on active duty. He shall be considered for assignment on the same basis as if he were on

ARTICLE VIII. (Continued)

active duty. Upon his return from leave, he shall have the same right of returning to the position and the Campus he occupied prior to his leave which he would enjoy had he remained on active duty.

g. Any Unit member to whom sabbatical leave is granted shall be required, as a condition of the granting of the leave, to agree to return to the service of the Community College of Baltimore for at least one (1) year following the expiration of his leave. As an option to this service requirement, any individual may, if he so elects, return to the City of Baltimore, the salary which he received during the period of leave.

h. Each Unit member, upon return from sabbatical leave, shall make a report of his activities during the period of leave if requested by the President.

i. Accrued service shall not entitle any person to more than two (2) semesters of sabbatical leave in a period of eight (8) consecutive years.

(a) A study leave of one (1) year in length or a military leave of two (2) years in length shall not be construed as breaking the continuity of service, but neither is to be counted as part of the seven (7) year service requirement.

(b) A sabbatical leave shall be granted only to those persons who have been on active duty during the year immediately preceding the sabbatical leave year, and who are on active duty at the time the leave is to be effective.

(c) Satisfactory service shall be construed as meaning service of such length and quality for a full service salary increment for each year. A period of sabbatical leave shall not count as active service.

j. Persons on sabbatical leaves may not enter into gainful employment except as part of the approved program.

2. Sick Leave

a. Annual Sick Leave

One and one-half (1 1/2) days of sick leave shall be granted to each full-time Faculty member for each month of service. The first five (5) months allotment shall be available to a new Faculty member on September 1 of the year that he is first hired. Sick leave may be used during any period in which the Faculty member is employed full-time. All sick leave is subject to verification. Sick leave shall be considered as active service.

ARTICLE VIII. (Continued)

b. Accumulation of Sick Leave

Each Faculty member may accumulate an unlimited number of sick leave days at no loss of pay. A tenured Faculty member who has exhausted his sick leave may be advanced additional sick leave consistent with the policies of the Board of Estimates of the City of Baltimore.

c. Payment of Unused Sick Leave

Upon retirement from the College, with twenty (20) years of service in the Retirement System or at the College, or death after otherwise becoming eligible for retirement, a Faculty member, or his estate shall receive a lump-sum payment equal to twenty (20) per cent of the unused portion of his accumulated sick leave up to a maximum of 120 days, computed at his final base rate of pay.

d. Half-Day Leave

On July 1, 1971, each Unit member was credited with such number of days with loss of half (1/2) pay, as he was entitled to receive on that date according to the rules for granting such leave which were in existence on June 30, 1971. This shall serve as a special reserve in cases where a Faculty member has exhausted his full-pay sick leave entitlement.

e. Accidental Injury Leave

Unit members who sustain injuries as the result of accidents occuring in connection with their assigned duties shall be given leave of absence without loss of pay. The length of the leave allowed shall be determined by the Board upon the recommendation of the President.

The President in his recommendation shall take into consideration the advice of the appropriate medical examiner of the Division of Disability Compensation of the City of Baltimore.

No leave of absence because of accidental injury shall be granted for a period of more than one (1) month at one time, but the Board may, upon recommendation of the President, grant renewals of leave for a period of one (1) month or less. In any case, where the injury requires an extended leave of absence, the Board may request that the staff member be considered for retirement because of accidental disability.

3. Leaves for Personal Business

On July 31 and January 31 of each year, each Unit member shall have earned one and one-half (1 1/2) days for personal leave. This leave shall be annual and non-accumulative. A Unit member may anticipate personal leave time to be earned during the fiscal year, subject to an accounting before the end of the final pay period of the fiscal year.

ARTICLE VIII. (Continued)

Request forms should be submitted to the Personnel Office two (2) days in advance of leave, except in emergencies, when this regulation will be waived by the President or his designate.

4. Leaves of Absence to Attend Professional Meetings or to Receive University Degrees

a. Purpose

The President may approve short leaves of absence with pay to permit Faculty members to attend professional meetings, receive a higher degree from a college or university, or for other purposes contributing to the professional growth and development of the Faculty member.

b. Reimbursement of Expenses

When a Faculty member is granted approval by the President for a leave of absence as specified in 4a above, except for the purpose of receiving a higher degree, he shall be reimbursed for such portion of his expenses as shall be stated at the time the leave is granted.

5. Special Leaves of Absence With Pay

a. Funeral Attendance

The President shall approve short leaves of absence with pay not to exceed three (3) days to permit a Faculty member to attend the funeral of a deceased parent or guardian, spouse, child, brother, sister, grandparents.

The President shall approve short leaves of absence with pay, not to exceed one (1) day to permit a Faculty member to attend the funeral of a close friend or relative (other than those specified in sub-paragraph above).

b. Jury Duty and Court Attendance

A Unit member shall suffer no loss of pay or leave when he is required to serve as a juror.

A Unit member shall suffer no loss of pay or leave when he must attend court under subpoena, provided that he is neither a plaintiff nor a defendant in the court matter. However, if he is a party to the court matter as a direct result of his duties at the College, he shall suffer no loss of pay or leave.

ARTICLE VIII. (Continued)

B. Leaves Without Pay

1. Professional Leaves of Absence

a. Any tenured Faculty member may be granted upon his request, which shall not be unreasonably denied, up to one (1) year's leave of absence without pay and up to an additional year's leave upon request for advanced study, research, or writing, exchange teaching, travel, or any other professional experience which is related to his field of teaching or employment, or which will improve his professional competence.

b. Applications for professional leaves or extensions require approval of the Campus Head with the advice of the department chairman, and shall be filed with the Campus Head not later than March 1 or October 1, preceding the semester that the leave shall become effective.

c. Benefits or rights accumulated by a Faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the Faculty member upon his return. When a leave has been granted under this section, the absence shall not be construed as a break in service insofar as seniority is concerned.

d. A Unit member returning from a professional leave of one (1) year or less shall have the right to return to the department at the Campus which he left. If the period of such leave is more than one (1) year, then he shall have the right to employment in the first position in his field which becomes available at any Campus after the termination of his leave.

2. Maternity/Paternity Leave

a. A Unit member who is pregnant may continue to teach until the expected date of birth, provided her physician permits and, in the opinion of the Board, she is able to fulfill the responsibilities of her position. Upon application, a tenured Unit member may be granted a maternity leave of absence without pay for a period not to exceed two (2) years. Maternity leave shall be granted to a non-tenured Unit member, but such leave or any renewal thereof shall not extend beyond the termination date of her current contract. A maternity leave may be terminated at the request of the Unit member.

b. Upon request, maternity/paternity leave shall be granted to a Unit member who has an infant under the age of two (2) years.

ARTICLE VIII. (Continued)

c. If the period of maternity/paternity leave is less than one (1) year, then the Unit member shall have the right to return to his/her former position at his/her Campus. If the period of such leave is more than one (1) year, then he/she shall have the right to employment in the first position in his/her field which becomes available at any Campus after the termination of his/her leave.

d. Absence on maternity/paternity leave shall not be considered a break in service for seniority purposes.

e. In the event both husband and wife are Unit members, only one (1) of the parties may exercise this option in any one (1) year.

3. Military Leaves

a. A Unit member who is drafted, or is otherwise called to active duty, or who leaves his position for extended active duty in the military service of the United States during a state of war or national emergency, shall be granted a military leave for the duration of his military obligation. He shall be entitled to return to his position at the Campus he left.

b. During the period of such authorized military leave, the Board will continue to pay all required Unit member contributions to the fund of the Retirement System.

c. Restoration shall be at the rank and grade held at the beginning of military leave, plus any advancement in salary steps that the Faculty member would have been granted had he been continuously employed and complied with requirements for salary step increases.

4. Extended Personal Leave of Absence

A tenured Unit member may, upon proper application, be granted an extended leave of absence without pay, not to exceed one (1) academic year. Midway in his leave or before, the Unit member may request an extension of this leave under the same conditions. Upon expiration of his leave, the member shall be returned to the position and Campus which he formerly occupied; the leave shall not be construed as a break in service.

The above provisions may be extended to non-tenured Unit members at the discretion of the President of the College.

ARTICLE IX.

SALARY AND RATES OF PAY

A. The salary scale for the contract period shall be:

STEP	PROFESSOR	ASSOCIATE PROFESSOR	ASSISTANT PROFESSOR	INSTRUCTOR	ASSISTANT INSTRUCTOR I	ASSISTANT INSTRUCTOR II
1	14,900	12,800	11,400	9,500	7,900	6,800
2	15,600	13,400	11,900	9,875	8,175	7,075
3	16,300	14,000	12,400	10,250	8,450	7,350
4	17,000	14,600	12,900	10,625	8,725	7,625
5	17,700	15,200	13,400	11,000	9,000	7,900
6	18,400	15,800	13,900	11,375	9,275	8,175
7	19,100	16,400	14,400	11,750	9,550	8,450
8	19,800	17,000	14,900	12,125	9,825	8,725
9	20,500	17,600	15,400	12,500	10,100	9,000
10	21,200	18,200	15,900	12,875	10,375	9,275
11	21,900	18,800	16,400	13,250	10,650	9,550
12	22,600	19,400	16,900	13,625	10,925	9,825

B. Placement Scale

Each member of the Unit will move up one (1) step from his current (1972-73) position on July 1, 1973. Each Unit member will progress through the salary schedule to the top until he reaches the top step of his rank or is promoted. All increments are subject to approval of the appropriate dean and the President of the College.

All members of the Unit will be on a step of the pay scale. No percentage or fixed reduction of any member's pay shall be made except for reduced schedule at Unit members option.

ARTICLE IX. (Continued)

C. Rank Structure

All members of the Unit hold academic rank in one of the following categories: professor; associate professor, assistant professor, instructor; assistant instructor I; assistant instructor II.

During the contract period, promotions will be considered in order to achieve in the 1974-75 Unit, a total of forty-five (45) per cent of the 1973-74 Unit in the ranks of associate professor and full professor. The percentage of full professors considered and agreed upon for the 1974-75 Unit will not fall below that of the 1973-74 Unit percentage, and at least one (1) person will be considered and agreed upon for promotion to full professor for 1974-75. The rank of assistant professor will be maintained at the 1973-74 percentage level. Promotions which are considered and agreed upon during the contract period will take effect on September 1, 1974, subject to budgetary limitations.

Promotions in rank will be based upon criteria and procedures established by the Faculty Senate Committee on Academic Rank and Promotion by November 1, 1973 and approved by the President.

D. Promotions

1. Normal promotions will be effective September 1 of each year, based upon the rank structure of the previous semester.

2. If a promotion is denied for September 1, solely because of rank saturation, that promotion shall be made the following January 1, if a vacancy has developed due to death, an unanticipated resignation, or an unanticipated transfer to an administrative position for an intended period of more than one (1) year. A promotion shall not be denied on the basis of rank saturation until the rank reaches the prescribed percentage maximum. In the event that the rank is below the prescribed percentage maximum, and the addition of one (1) person would result in a rank total of a fraction of a per cent above the stated maximum, the fractional figure above becomes the maximum for that occasion only.

3. Pay scale placement upon promotion shall be as follows:

   a. Annual increment shall be awarded in rank from which promotion is being made (September promotion only).

   b. Placement on schedule of new rank shall be at the next highest monetary level above normal placement at the previous rank.

4. A Unit member who is recommended for promotion according to the policies and procedures set forth in Article IX, Section C, shall be duly informed of the reason if the promotion is not granted in accordance with those policies and procedures.

ARTICLE IX. (Continued)

E. Work Load

1. The work load of the teaching Faculty shall be expressed in terms of points. The work load of non-teaching Faculty shall be expressed in terms of clock hours.

2. A point is a unit that refers to a credit or equivalent, to an hour or work load related to scheduled and unscheduled classroom teaching duties, or administrative activities, or work involved in curriculum development, or extra curricular activities, or any combination thereof.

3. The normal work load of Unit members whose primary duties are other than classroom teaching shall be thirty-six (36) clock hours a week. A Unit member whose primary duty is other than teaching and who has a twelve (12) month assignment is granted annual leave, holidays, personal leave, and compensatory time according to the following schedule:

Annual Leave

Two (2) days vacation per month employed: twenty-four (24) working days per year.

Annual leave must be scheduled through the appropriate dean to insure that the College continues to operate in an orderly fashion throughout the year. Request for use of annual leave time shall not be unreasonably denied.

Annual Leave Additions

Granted when working as required by a dean and/or the President during intersession, including winter vacation and spring vacation to a maximum of thirteen (13) days.

Holidays

All holidays on the College Calendar indicated with the phrase "College Closed" as well as the Friday after Thanksgiving Day.

Compensatory Time

A twelve (12) month Unit member whose work involves scheduled hours beyond his regular work week, e.g., Saturdays in the library, etc., is eligible for compensatory time with prior approval by the appropriate dean and/or President.

Compensatory time must be used within a four (4) week period at a time or times approved by the appropriate dean. Under certain circumstances, this period may be extended to eight (8) weeks. Under no circumstances may earned compensatory time be held for use more than eight (8) weeks.

ARTICLE IX. (Continued)

Personal Leave

Three (3) days per fiscal year according to Article VIII, Section A, Part 3.

4. Teaching Load

For Unit members with the rank of instructor and above, whose primary duty is teaching, the normal load shall consist of fifteen (15) points in each of the two (2) semesters, fall and spring, for a total of thirty (30) points for the academic year and of a minimum of fifteen (15) points in teaching over the course of an academic year, which may be waived in the case of chairmen of certain departments. For Unit members with the rank of assistant instructor whose primary duties are teaching, the normal teaching load shall consist of an average of forty (40) to forty-four (44) points per academic year computed over the course of an academic year, or in the case of certain departments, this may be waived; and of a minimum of twenty-two (22) points over the course of an academic year. (In the Science Department, the normal load shall be thirty-six (36) with a minimum of eighteen (18).) Should an assistant instructor be assigned with his consent primary responsibility for a course section, his teaching load shall be reduced on a prorated basis, in accordance with the load provisions for Faculty members with the rank of instructor and above.

Each teaching Unit member is required to report to his department chairman or head before the end of the first week of the second semester, a teaching schedule which results in an annual load for him of less or more than thirty (30) points. Should a Unit member report a schedule load which would result in annual load for him of twenty-seven (27), twenty-eight (28) or twenty-nine (29) points, he may be assigned additional courses. A Unit member with excess points at the end of the contract period may elect to carry over to the next semester, or be compensated for, the excess points according to the then current part-time Faculty salary schedule. A continuing departmental-point-review committee shall make recommendation to the chairman for the point formulas for the next contract period. The point formulas that shall obtain are the ones developed by the Dean of Faculty with the individual department chairman, and when the department so desires, one representative of the departmental point-review committee. Point formulas shall be determined by May 1 for the following year.

5. Conferences and Meetings

In addition to the normal point or clock hour load, each Faculty member is expected to attend department and administrative meetings as they are called during the academic year; service during registration periods, as well as attendance at convocation and commencement are also required. Faculty members whose

ARTICLE IX. (Continued)

primary duties are teaching shall post a schedule and be available at least three (3) student conference hours per week during each semester. Teaching Faculty are required to be on Campus according to the provisions detailed in this Agreement within the semester limits set forth in the College Calendar adopted by the Board of Trustees, and with the addition of assigned duties and scheduled meetings that may occur during the period between semesters in January, 1974. Any meetings scheduled between semesters will be announced prior to the Thanksgiving holiday of 1973. It is understood that the College Calendar is subject to reasonable change by the Board of Trustees.

6. Released Time

Released time shall be allocated according to the following:

a. Three (3) points each for the President of the Faculty Senate and the Corresponding Secretary of the Senate Executive Committee; also three (3) points in the spring semester for the Chairman of the Academic Rank Committee, and three (3) points in the fall semester for the Chairman of the Curriculum and Instruction Committee.

Points will be awarded upon recommendation of the President of the Faculty Senate and approved by the Dean of Faculty.

The persons should be named a month before the close of the previous semester in order to make orderly schedule arrangements.

b. Department chairmen shall be paid a differential of either seven (7) per cent or eight (8) per cent of their base salary. The differential for assistant chairmen shall be four (4) per cent.

c. All department chairmen shall receive a minimum of three (3) TLH per semester for administrative duties. During the period of this contract, the Chairman of the Department of Science and the Chairman of the Department of English and Foreign Languages shall receive a minimum of six (6) points per semester for administrative duties. In addition, the assistant chairmen of these two (2) departments shall receive three (3) TLH for administrative duties.

It is the intent that some additional released time for chairmen be made available on a basis to be determined by the chairmen and approved by the President.

d. In addition to the three (3) conference hours required of all Unit members, department chairmen will schedule one (1) office hour on campus for each point of released time. Each chairman will schedule some office hours on campus for each day that the College is in session.

ARTICLE IX. (Continued)

7. Extra-Class Activities

Unit members who are invited to serve the College in one (1) of the following extra-class activities will be compensated by applying the point values indicated to load or overload at the option of the Unit member concerned.

POINT SCALE

POSITION	POINTS PER SEMESTER
Head Football	6.0
Asst. Football (I) $900 Job	3.6
Asst. Football (II) $700 Job	2.8
Football Scout	1.7
Head Soccer	3.2
Head Badminton	1.2
Asst. Equipment Manager	4.8
Head Hockey	2.5
Head Intramurals	2.4
Head Basketball	6.0
Asst. Basketball	2.0
Head Wrestling	3.4
Head Women's Basketball	3.0
Cheerleaders	1.9
Head Athletics	6.0
Head Publicity	3.6
Head Lacrosse	3.2
Head Baseball	3.8
Asst. Baseball	1.6
Business Manager	2.4
Head Golf	1.5
Head Women's Lacrosse	1.8
Head Women's Athletics	2.4
Head Volley Ball	1.2
Head Tennis	1.7
Head Track	3.0
Symphony Orchestra	3.0
Asst. in Symphony Orchestra	2.0
Recital Scheduling 2 Planning	0.5
Art Gallery Directorship	3.0
Greenhouse Director	2.0
Play Director I	3.0
Play Director II	3.0

Future study of this method of compensation will continue during this contract period.

ARTICLE IX. (Continued)

F. Substitute Pay

When a Unit member is required by the appropriate dean to substitute for a Unit member on any approved leave, the Unit member will be compensated on the basis of the part-time salary schedule unless he is underloaded according to the fomula for his department.

G. Retirement

The College shall explore the possibilities of having all monies Unit members receive by virtue of employment at the Community College of Baltimore, subject to deduction for retirement benefits and included in the calculation of yearly pay for retirement purposes.

ARTICLE X.

SCOPE OF THE AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of members in the bargaining Unit. There shall be no unilateral reopening of this Agreement by either party during the life thereof.

The Board will continue in effect its presently existing policies and uniform practices with reference to salaries, fringe benefits and working conditions of Unit members which are not specifically covered by this Agreement.

ARTICLE XI.

CONFORMITY TO LAW - SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by the law.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XII.

NO STRIKE OR LOCKOUT

A. The provisions of Article 1, Section 124 of the Baltimore City Code (1966 edition, as amended) prohibiting strikes, secondary boycotts and picketing are incorporated herein by reference.

ARTICLE XII. (Continued)

B. The Union and its members, individually and collectively, agree that during the term of this Memorandum of Understanding there shall be no strikes, slow-ups or stoppage of work, and the College agrees that there shall be no lockout.

C. In the event of an unauthorized strike, slow-ups or stoppage, the College agrees that there will be liability on the part of the Union, provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further, that the Union notifies the College in writing within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this article.

D. In the event that such action by the Union has not effected resumption of normal work practices, the College shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slow-up, or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE XIII.

MANAGEMENT RIGHTS

It is the exclusive right of the Board of Trustees to determine its mission, set standards of services to be offered to its students, and exercise control and direction over its organization and operations. It is also the right of the Board of Trustees to direct its employees, to hire, promote, transfer, assign, or retain employees in their positions and, in that regard, to establish reasonable work rules. It also retains the right to suspend, demote, discharge or take any other appropriate disciplinary action against its employees for just cause.

ARTICLE XIV.

DURATION OF THE CONTRACT

This Agreement shall remain in effect for the period from July 1, 1973 through June 30, 1974.

ARTICLE XV.

PROCEDURE FOR FUTURE NEGOTIATIONS

Negotiations between the Board and the Union for a subsequent Agreement will be held between January 1 and March 1, prior to the expiration of this Agreement. Such negotiations shall be completed and a Memorandum of Understanding reached by April 1. In the negotiations the Union shall be represented by five (5) of its members.

INDEX

A

ABSENCE, LEAVES OF: (See "Leaves")
ACADEMIC FREEDOM, pp. 5-6
AGREEMENT:
  defined, p. 2
  scope, p. 28

B

BARGAINING AGENT, EXCLUSIVE, p. 1
BOARD OF TRUSTEES:
  defined, p. 2
  meeting with Union, p. 3
  rights & duties, p. 29

C

CAMPUS:
  defined, p. 2
  return to after leave, pp. 16, 17, 20, 21
CENSORSHIP, pp. 5-6
CHAIRMAN, DEPARTMENT, pp. 1, 26
CHANGE OR MODIFICATION, p. 4
CLASS SIZE, p. 15
COMMENCEMENT EXERCISES ATTENDANCE, pp. 11, 15
COMPENSATION:
  excess points, p. 27
  leaves (See "Leaves")
  royalties, p. 15
  salary scale, p. 22
  substitute, p. 28
  unused sick leave, p. 18
COMMUNITY SERVICES, DIVISION OF, p. 12
CONFORMITY TO LAW, p. 28
CONTINUING EDUCATION, DIVISION OF, p. 12
CONVOCATION ATTENDANCE, pp. 11, 25
COURT ATTENDANCE, p. 19

D

DEFINITION OF TERMS, pp. 1-2
DEPARTMENT CHAIRMEN, pp. 1, 26
DEPENDENTS, CCB TUITION, p. 9
DISCHARGES & SUSPENSIONS, p. 15
DUES DEDUCTION, p. 5
DURATION OF CONTRACT, p. 29

E

EQUAL OPPORTUNITIES, p. 6
EVALUATIONS, FACULTY, p. 14
EXCLUSION POLICY, STUDENTS, p. 13
EXTRA-CLASS ACTIVITIES, p. 27

F

FACILITIES, USE OF COLLEGE:
  Faculty, p. 10
  Union, pp. 4-5
FACULTY REPRESENTATION, p. 5
FRINGE BENEFITS:
  Blue Cross-Blue Shield, p. 9
  dental care, p. 9
  insurance, p. 9
  tuition reimbursement, p. 9
  tuition waiver, p. 9
  welfare fund, p. 9
FUTURE NEGOTIATIONS, p. 29

G

GRADES, STUDENTS, p. 6
GRADUATION EXERCISES, p. 11
GRIEVANCES:
  defined, p. 6
  employee, pp. 6-8
  Union, p. 9

H

HOLIDAYS, p. 24
HOURS OF EMPLOYMENT, p. 10

I

INSURANCE:
  Blue Cross-Blue Shield, p. 9

J

JURY DUTY, p. 19

L

LEAVES OF ABSENCE:
  accidental injury, p. 18
  advanced study, pp. 16, 17, 20
  annual, p. 24
  compensatory time, p. 24
  conferences & meetings, p. 19
  court attendance, p. 19
  extended, p. 21
  funeral attendance, p. 19
  half-day, p. 18
  holidays, p. 24
  jury duty, p. 19
  maternity, p. 20
  military, p. 21
  paternity, p. 20

INDEX

LEAVES OF ABSENCE: (continued)
  personal business, pp. 18, 25
  personal, extended, p. 21
  professional, p. 19
  sabbatical, pp. 16-17
  sick, pp. 17-18

M

MANAGEMENT RIGHTS, p. 29
MEETINGS:
  administrative, p. 25
  departmental, p. 25
  facilities for, p. 4
  scheduling of, p. 26
  with other faculty
    organizations, p. 3
MEMBERSHIP, UNION, p. 3
MILEAGE REIMBURSEMENT, p. 15

N

NIGHT CLASSES, p. 12
NO-STRIKE OR LOCKOUT, p. 28
NON-DISCRIMINATION, p. 6
NON-REAPPOINTMENT, p. 13
NON-TENURED FACULTY, pp. 14, 21

P

PARKING, pp. 10, 15
PART-TIME FACULTY:
  defined, p. 2
  Division of Community Services, p. 12
  Division of Continuing Education, p. 12
PERSONNEL RECORDS, FACULTY, p. 14
POINT SCALE:
  defined, p. 24
  released time, p. 26
  extra-class activities, p. 27
PREPARATIONS, FACULTY, p. 10
PROBATIONARY FACULTY, pp. 12, 13, 21
PROCEDURES:
  future negotiations, p. 29
  grievances, employees
  grievances, Union, p. 9
PROMOTIONS, pp. 22-23

R

RATES OF PAY, p. 22
RANK STRUCTURE, p. 23
REGISTRATION DUTIES, pp. 5, 15
REIMBURSEMENT:
  mileage, p. 15
  tuition, p. 9
  professional meetings, p. 19
RELEASED TIME, p. 26
RETIREMENT, p. 28
ROYALTIES, pp. 5, 15

S

SALARIES:
  leaves, pp. 16-21
  placement on scale, pp. 22-23
  substitutes, p. 28
SAVING CLAUSE, p. 28
SCHEDULES:
  class, pp. 10-11
  negotiations, pp. 3, 29
SECURITY, p. 13
SENIORITY:
  defined, p. 2
  departmental, 11
  determination, p. 11
STRIKE CLAUSE, p. 28
STUDENT CONFERENCES, p. 26
STUDENT EXCLUSION, p. 13
STUDENT GRADES, p. 6
STUDY CLAUSE, p. 28
STUDY REIMBURSEMENT, p. 9
SUBSTITUTE PAY, p. 28
SUMMER SESSIONS TEACHING, p. 12

T

TEACHING FREEDOM, pp. 5-6
TEACHING PROGRAM, pp. 10-11
TEACHING WORKLOAD, pp. 10, 11, 14
TENURE, p. 10
TUITION:
  reimbursement, p. 9
  waiver at CCB, p. 9

U

UNION:
  conflict with policy, p. 3
  defined, p. 2
  recognition, p. 1
  use of College facilities, pp. 4-5
  meetings, pp. 3, 4
  membership, p. 3

INDEX

U

UNIT:
defined, p. 1
new personnel, p. 4

V

VACATION, p. 24

W

WELFARE FUND, p. 9
WORKING CONDITIONS, p. 10
WORKLOAD, pp. 10, 11, 14